

**CONTRACT
BETWEEN SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA
AND
FLORIDA SHERIFFS YOUTH RANCHES, INC.**

This contract dated this 26th day of February, 2019, by and between the SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "School Board" and the FLORIDA SHERIFFS YOUTH RANCHES, INC., Boys Ranch, Florida 32060, hereinafter referred to as the "Youth Ranches".

WITNESSETH

WHEREAS, the Youth Ranches, a program of the Florida Sheriffs Youth Ranches, Inc. is approved by the School Board as an Educational Alternative Program Center serving at risk potentially neglected or delinquent students in grades 6-12 in residence at the Boys Ranch and who are in need of services outlined in the students' individual treatment plans. The School Board approves only the educational offerings of the Youth Ranches and the Youth Ranches maintains all other services necessitated in a residential facility.

and

WHEREAS, the School Board and the Youth Ranches believe it is in the best interest of most of the students residing in the Boys Ranch to receive educational services in the residential setting that incorporates both a treatment plan and educational plan

And

WHEREAS, the School Board and Youth Ranches agree to collaboratively decide if and when individual students would be better served in the traditional schools of the School Board,

And

WHEREAS, the School Board and Youth Ranches desire to enter into this Contract to provide a public educational alternative for students grades 6-12 residing at the Youth Ranches, in accordance with Section 1001.42(4)(j) F.S. and Rule 6A-1.099, FAC. with the intent of preparing students to graduate high school with readiness for career and college.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Contract agree as follows:

1. The Youth Ranches shall assume the following responsibilities:

- a. Provide an educational program consistent with the School Board's Student Progression Plan and appropriate to meet the needs of approximately 50 residential students in grades 6-12. The Youth Ranches will strive to achieve at least a year's worth of academic growth in all instructional areas in each student and prepare students to graduate high school with career and college readiness.
- b. Recruit, hire, pay, supervise, and evaluate any and all highly qualified instructional personnel and ancillary staff for the program as defined by ESSA Federal Legislation. All instructional personnel shall be appropriately certified by the Florida Department of Education for the courses they teach and shall abide by the Principles of Professional Conduct of the state. At no time will the Youth Ranches employ any person that has been terminated or been non-renewed for poor performance by a school district in Florida. At no time will the Youth Ranches employ or otherwise engage any person who has resigned from employment with a public school district in lieu of disciplinary action with respect to child welfare or safety or has been dismissed for just cause. The Youth Ranches will provide the School Board with the following information on instructional personnel: salary, demographic and ethnicity and any other data required by the Florida Department of Education 30 days prior to the first student day for data reporting purposes only. If new personnel are hired during the year, data will be forwarded to the School Board within 30 days of the hiring. Any changes in personnel or teaching assignments will be reported to the School Board as they occur during the year.
- c. Conduct fingerprinting and criminal background checks as outlined in Florida Statute 1012.32 on all prospective employees prior to any final hiring action.
- d. Evaluate instructional personnel in a manner consistent with the evaluation system of the School Board. The Youth Ranches will provide the School Board a plan for assistance for any instructional personnel with an unsatisfactory performance evaluation. The Youth Ranches will evaluate all ancillary personnel according to the assessment protocols of their organization.
- e. Maintain an annual school calendar which is identical to the Suwannee County School calendar. Each student enrolled for an entire year will be provided no less than 900 hours of instruction per year. Summer instruction will be coordinated with the School Board on a case-by-case basis.
- f. Maintain all records and reports and provide such reports that are requested by the School Board or required by law. Records of all course offerings will be maintained according to requirements specified by the School Board and be secured onsite for a period of five years and then returned to the School Board for permanent storage. Report cards shall be issued to students in a manner consistent with that of the School Board. Students will be registered through the School Board student information system and all data collected for students enrolled in the School Board will be collected for students residing at the Youth Ranches. Any deviation from this practice will be mutually agreed upon by the

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Parties. Instructional personnel will maintain copies of lesson plans, examinations, and other classroom expectations in a manner consistent with instructional personnel in the School Board.

- g. Provide students with course offerings to move the student from one grade level to the next without interruption. The students' schedules will be in concert with the requirements of the School Board Student Progression Plan and shall prepare the student to enroll in a School Board high school during the last semester of their senior year. Student transcripts as approved by the School Board must reflect the continuum of education progress, including meeting Florida middle school and high school graduation requirements.
- h. Provide a minimum of 5 hours of instruction daily for registered students and maintain daily records to substantiate attendance. In no case will a student receive less than 900 hours of instruction for a full academic year.
- i. Provide counseling services for all students to maximize academic success. Evidence of counseling as it relates to academic success will become part of the student's permanent academic record. Documentation of therapeutic counseling and interventions that are part of the student's treatment plan at the Youth Ranches will not be part of the student's academic record.
- j. Accept responsibility for disciplinary actions occurring in conjunction with the student's academic program and to record and report the action taken in accordance with Florida reporting requirements.
- k. Work in concert with the School Board and school officials in developing a program and curriculum for the students. The Youth Ranches will seek input from School Board staff on instructional materials and resources that would best meet student needs. If students are seeking a diploma from the School Board high school, the Youth Ranches staff will meet with School Board staff no later than the student's junior year to prepare a transitional placement plan. A student transcript will be updated annually by Youth Ranches staff and will be reviewed by School Board staff for progress toward meeting graduation requirements.
- l. Provide appropriate classroom facilities and assume responsibilities for providing utilities and maintenance services for such facilities. Classroom and other instructional facilities will be conducive to learning and shall meet all local construction, health and safety requirements. Validation of compliance with those requirements will be provided to the School Board on an annual basis. Youth Ranches will be responsible for maintenance of all other facilities and property related to the residential program without any reporting duty to the School Board. The safety and security of the students shall be ensured at all times by the Youth Ranches.
- m. Provide all instructional materials, equipment and supplies necessary to ensure academic success for each student. The Youth Ranches staff will collaborate with School Board staff to determine effective resources for use with students of varying needs.

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- n. Adopt as part of its governing policies, State Department of Education and School Board rules, policies and procedures relating to academic process in Alternative Education settings. The Youth Ranches policies and procedures related to discipline will serve as the governing rules for students while they are in residence and School Board rules will be followed if students are in School Board facilities or activities.
- o. Comply with all Federal and State statutory and regulatory requirements for the provision of services to students with disabilities (ESE students). Prior to a student being placed in an academic setting, the Youth Ranches will convene an IEP (Individual Educational Plan) meeting to determine the manner in which the student's needs will be met. The IEP committee shall be comprised of an LEA from the Youth Ranches, an ESE teacher, and a parent(s) or guardian(s) of the student. After a review of all ESE records, the committee shall determine the most appropriate placement for a student based upon his individual needs. In the event that the Youth Ranches is not equipped to meet the needs of the student's IEP with existing resources, it may be recommended that the student enroll in a local district school or that the Youth Ranches will provide the services through contracted resources. The Youth Ranches will assume responsibility for transferring the decision of the committee to the School Board Director of Student Services. All records necessary to maintain student information for ESE students shall be entered into the Focus Student Information System by the staff of the Youth Ranches. The Youth Ranches will ensure that appropriately certified and trained staff are available to serve the academic requirements of ESE students.
- p. Maintain appropriate and current health and fire and any other safety certificates for each building used as part of the educational program of students and provide access to buildings for inspection by appropriate authorities. Copies of inspections, drills, and related safety measures will be forwarded to the School Board each academic year.
- q. Comply with the School Board's procedures to protect the confidentiality of student academic records and information and assure they will provide the parents, or the student who is beyond the age of eighteen (18), the right of access, copies, amendments, and hearing as specified in Rule 6A-1.0955, FAC. Youth Ranches will maintain student records in the manner prescribed by the School Board and will forward all student academic records to the School Board within a timeframe specified by the School Board after the student leaves the program.
- r. Provide a staff member to be responsible for the administration of the provisions of the contract and for the supervision of the educational program provided to each student under the contract. The Youth Ranches' Director of Education will serve that role unless otherwise designated.
- s. Provide all nutrition services to students while in the academic program. If nutrition services are provided in a facility other than the academic setting, the Youth Ranches will provide evidence to the School Board that the facility meets

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- local health and safety regulations.
 - t. Provide all transportation services related to the academic program of students in the center. The School Board may offer transportation services for those students enrolled in a School Board school in accordance with the School Board transportation plan.
 - u. Provide copies of liability insurances owned by the Youth Ranches and include the School Board as an additional insured agent for the while the students are engaged in public education.
 - v. Participate in all mandatory student assessment programs and school improvement rating systems. The Youth Ranches will provide to the School Board a specific contact responsible for the assessment of students and will participate in goal setting related to the improvement of performance in students and the program.
 - w. Agrees, in writing, that it complies with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.
2. The School Board agrees to accept responsibility for the following:
- a. Pay the Youth Ranches per child, per year, an amount determined by using initial 2018-2019 State Budget appropriation data. The amount provided will be the basic student allocation per weighted FTE amount using weights for approximately 50 students in grades K-12 for all weighted FTE minus a School Board Administrative Fee of 7% and minus any adjustments for recalibration or proration of the previous year's FTE. The final allocation will be equal to the actual FTE earned for the Youth Ranches students while in their educational program.
 - b. Provide an allocation of instructional materials monies to the Youth Ranches that is equivalent to the per pupil allocation of the School Board.
 - c. Provide professional development to administrative staff at the Youth Ranches to enable them to evaluate instructional personnel according to standards used in the State of Florida.
 - d. Allow access to any professional development activities for instructional staff of the Youth Ranches conducted at the School Board.
 - e. Provide access to students to engage in extracurricular activities, including sports at the School Board schools to which the student would normally be assigned. The School Board is not obligated to provide transportation services for students engaging in those activities.
 - f. Routinely assess the instructional program provided by the Youth Ranches and recommend necessary changes to enhance student achievement. The assessment will include review of student performance data and state ratings related to school improvement.

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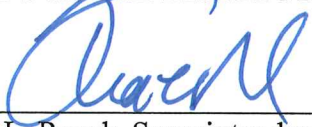
- g. Provide testing and evaluations for students referred for ESE eligibility if the Youth Ranches has provided evidence of a systemic system of student support and intervention indicative of need of additional assessment.
3. The School Board will name a liaison to serve as the point of contact for the Youth Ranches. The liaison will establish a regular schedule of communication with the Youth Ranches staff and will provide reports to the School Board administration on a regular basis.
4. This agreement may only be modified or amended by mutual agreement of the parties in writing, or by the School Board or Youth Ranches upon thirty (30) days written notice.
5. The term of this contract shall be the regular school session beginning August 10, 2018 and terminating May 29, 2019.
6. Nothing in this Agreement shall be interpreted or construed to mean that the School Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
7. This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.
8. The Youth Ranches shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. The Youth Ranches further agrees it will indemnify and hold the School Board, its agents, servants and successors harmless from any claims asserted against the School Board arising out of the Youth Ranches violation of FERPA or a violation of the School Board's policies and procedures, including for any costs and attorney's fees incurred by the School Board in defending such claims. While performing services under this Agreement, the Youth Ranches agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

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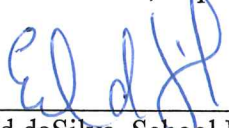
WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first here in above set forth.

THE SCHOOL DISTRICT OF SUWANNEE COUNTY



Ted L. Roush, Superintendent

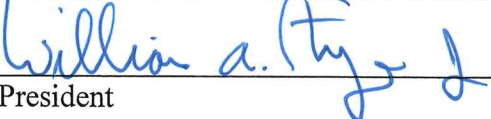
FEB 26 2019
Date



Ed daSilva, School Board Chairman

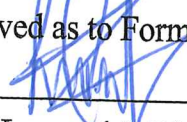
FEB 26 2019
Date

FLORIDA SHERIFFS YOUTH RANCHES



President

3/12/19
Date


"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"